

Terms and conditions for LWP Site Solutions Ltd:

Effective as of 1 August 2020

1 The Terms

- 1.1 **What these Terms cover.** These are the terms and conditions on which we supply the Services described below to you. By submitting an order you accept these Terms.
- 1.2 **Why you should read them.** Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms please contact us to discuss.
- 1.3 **Where you can find our Terms.** Our Terms can be found at: www.lwpwaste.co.uk or by calling or emailing us at the details in Clause 3.3.
- 1.4 **The content of the Terms.** Company employees and sub-contractors are not authorised to make any changes or variations to these Terms.

2 Definitions

2.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- **Law:** the requirements of any statute, act, regulation, order, statutory instrument, European Community legislation or directive having direct effect, bye-law, order of any government department, local authority or other public or competent authority, guidelines contained in government waste management papers and codes of practice having the force of law.
- **Services:** the waste collection, plant hire or equipment hire services.
- **Skip:** the waste container(s);
- **Plant:** all classes of plant, machinery and equipment which we agree to hire to you.
- **Terms:** the terms and conditions set out in this document.
- **Controlled and Hazardous Wastes:** Difficult or hazardous wastes as defined by The Hazardous Waste Regulations 2005/2011 or as amended by The Waste Regulations 2011.
- **You:** The hirer of the Skip
- **Us:** LWP Waste Solutions Ltd or any sub-contractor who we engage to undertake the Services. For the avoidance of doubt, words such as We and Our used in these Terms are also referring to LWP Waste Solutions Ltd or any sub-contractor who we engage to undertake the Services.

3 Information about us and how to contact us

- 3.1 **Who we are.** LWP Waste Solutions Ltd is a waste and site services broker and a company registered in England and Wales. Our company registration number is 12578647 and our registered office is 46 Park Road, Elland HX5 9HZ.
- 3.2 **Who We provide Services to.** We provide the Services to domestic (consumers) and commercial (business/trade) customers.
- 3.3 **How to contact us.** You can contact us by calling the telephone number: 01484 713729 or by emailing us at: info@lwpsitesolutions.co.uk.
- 3.4 **How we may contact You.** If we have to contact You we will do so by telephone or by email at the email address You provide to us with Your order. When We use the words "writing" or "written" in these Terms, this includes emails.

4 Our contract with You

- 4.1 **How We will accept your order.** You can place an order with Us by telephone, text message or by email. Once We let You know that Your order has been accepted, a contract will come into existence between You and Us. The contract will include Your order and these Terms.
- 4.2 **If We cannot accept Your order.** If We are unable to accept Your order, We will inform You of this by email or by telephone. Some Services may not be available in your location.
- 4.3 **We will provide You with the Services.** We or Our sub-contractors will provide You with the Services where You have ordered them.

5 Your rights to make changes

- 5.1 **Please contact Us if You wish to change Your order.** We will let You know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change.

6 Our responsibility for loss or damage suffered by You

- 6.1 **Consequential losses.** We will not be liable for any consequential expenses, liabilities, losses, claims or proceedings whatsoever caused by, or arising out of, the late delivery, nondelivery, unsuitability or repossession of the Plant, or any breakdown or defect in the Plant.
- 6.2 **We do not exclude or limit in any way Our liability to You where it would be unlawful to do so.** This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.
- 6.3 **We will not be liable for damage or injury caused by the Skip or Plant or Your use of it.**
- 6.4 **Limit on liability.** Except as set out in clause 6.2, Our liability to You in respect of all claims arising out of the order is limited to 200% of the price paid by You for the Services or £10,000, whichever is greater.

7 Your general Obligations with respect to the Services

7.1 You must ensure there is suitable access to provide the Services. If You fail to do so We will not provide Services on agreed date but We may still charge You for Our wasted journey and administration. You are responsible for the removal and reinstatement of local obstructions and for ensuring suitable ground conditions for the erection, operation and dismantling of Plant items which may form part of the Services. No responsibility will be accepted by us for damage to any surface over which the Skip or Plant has been moved to reach its intended position of use and You should therefore take steps to protect surfaces (paving slabs, soft ground etc) before delivery of the Skip or Plant. The reinstatement of any fixing holes drilled in buildings is Your responsibility. Under no circumstances are We responsible for sinkage or ground movement on delivery or collection associated with the Services. We will not normally place a Skip over walls, fences or hedges. If instructed to do so by You and Our driver assesses that it can be done safely, no liability will be accepted by Us for damage caused by placing the Skip over walls, fences or hedges. You must notify Us at the time of ordering the Services of any special requirements.

7.2 Acceptance of the Services on site. You accept that any delivery or collection note signed by a person with apparent authority to do so shall be deemed to have been signed by Your authorised representative.

7.3 You must not breach the Law. If You breach the Law and We suffer any loss or there are costs which arise from You breaching the Law then You will have to reimburse Us for all losses and any costs We incur because of Your breach.

7.4 Insurance and notification of accidents. You are responsible for obtaining all prudent insurance cover, including third party liability and cover against loss or damage to the Plant or Skip. You must show Us a copy of the policy or policies. You hold on trust for Us all policy proceeds in or towards satisfaction of Your obligations under Clauses 8.4 and 9.3. If the Plant or Skip is involved in any accident resulting in injury to persons or damage to property You must give Us immediate notice by telephone and confirm it in writing. You shall not admit any liability or compromise any claim relating to the Plant or Skip without Our consent in writing.

7.5 Period and determination of hire. If You are an individual within the meaning of the Consumer Credit Act 1974 the maximum period of hire shall be 3 months.

7.6 Right of access. You shall allow Us access to the Plant at all reasonable times for the purpose of inspection, maintenance, replacement or repossession.

8 Your specific obligations with respect to Skips

8.1 You must ensure that You tell Us what type of waste You are presenting for collection. We may refuse to collect any waste material that is not correctly described or of which We were not made aware. We may require additional payment and further information from You before We can collect any waste material You did not make Us aware of and We will inform You of any change in price and further information required and ask You to confirm whether You wish to go ahead.

8.2 You must ensure that the Skip is not overflowing. We will not perform the Services if the Skip is overflowing. Lining a Skip with boards and then filling up within those boards above the level of the Skip is not acceptable. If the Skip is loaded above the level of the sides in an unsafe manner or compromises the Gross Vehicle Weight (GVW) You will be responsible for reloading or unloading the Skip to make it safe for transportation.

8.3 You confirm You have full authority to dispose of the waste. We will collect the waste on the basis it is Yours and that You take full responsibility for it. You will protect Us from and pay to Us the amount of any claims made by any other person against Us if the waste is not Yours or You do not have full authority to dispose of it.

8.4 You must take care of the Skip We provide. You must not move, relocate, damage, allow fires in, permanently mark or paint the Skip. The Skip will remain ours or Our sub-contractor's property. You will not own the Skip. If a Skip is damaged, lost, stolen or permanently marked or painted We may charge You a fee of up to £1,500.00 inc VAT. If a Skip is damaged due to reasonable wear and tear or was damaged whilst We were providing Services We will not charge You a fee.

8.5 Inert Waste. Where inert waste loads (soil/hardcore/muck) are ordered and they are found to contain other waste types, in particular mixed builders waste materials thus contaminating the load, You will be charged accordingly for additional tipping charges. This is because the load will have to be sorted by Us or tipped as a mixed load at a considerably different landfill tax rate.

8.6 Crane rated Skips. You must tell Us at the time of booking the Services if You intend the Skip to be transported on site by a crane. Skips that are being lifted by a crane must be rated for such application.

9 Your Specific Obligations with respect to Plant

9.1 Loading and unloading the Plant. You are responsible for loading and unloading the Plant at Your site. If you return the Plant to Us then You will be responsible for unloading it at Our or our sub-contractors premises.

9.2 Delivery in good order. The person signing to accept the Plant has been afforded an opportunity to inspect the Plant which is deemed to be in good working order and wholly free from damage at the time of signature. If the Plant has been accepted on site by You, the Plant is also deemed to be in good working order and wholly free from damage at the time of delivery. Any shortages of Plant must be notified to Us within 24 hours of the commencement of the hire and confirmed in writing within 72 hours. If You fail to do this hire charges will continue and You will be responsible for the cost of replacing shortages in accordance with Clause 9.3.

9.3 Lost, non-returned, damaged or unclean Plant. You must immediately notify both Us and the police of any loss or theft of the Plant. When the Plant is not returned or is returned incomplete Your liability will only cease when You pay to the Owner the manufacturer's current list price for the missing or incomplete item of Plant. In the event that Plant is manufactured to Our design the cost of the missing or incomplete item is the current price charged by Us to a customer who wishes to purchase that item of Plant. You agree to pay to Us all costs incurred by Us in rectifying the condition of the Plant if it is returned damaged unclean or incomplete. Hire charges will continue until such rectification is complete.

9.4 Maintenance of Plant and breakdown procedures. You will ensure that the Plant remains safe, serviceable and clean. Any breakdown or

any unsatisfactory working of Plant must be immediately notified to Us. Under no circumstances should You repair the Plant, except for punctures, unless authorised by Us. Such Plant must be returned to Our premises for examination or when rectification elsewhere is requested, You agree to pay carriage if required by Us. Punctures are to be mended by You at Your own cost.

9.5 Safe use of the Plant. You confirm that You have the necessary knowledge and experience to operate and use the Plant. You will not misuse the Plant or allow any person to use the Plant who is not properly instructed in its use and You will ensure that all applicable health and safety rules and regulations are observed. Where the Plant comprises electrical equipment it must be connected to the correct supply by a qualified electrician. You are responsible for providing a suitable 3 phase and earth supply to the base of each item of Plant.

9.6 Security of the Plant. You shall not sell or otherwise part with possession and/or control of the Plant and shall remain responsible for the Plant and its safekeeping during the hire period. Plant must not be removed without Our authority from the site specified by You if the Plant is collected by You, or from the address to which We have delivered the Plant. You shall keep the site at which the Plant is located safe and secure.

10 Delivery and Collection

10.1 Operating hours. Our office hours are 8:00am to 5:00pm on weekdays. We will provide the Services during Our office hours. We may provide the Services outside of Our office hours to suit Your requirements but We cannot guarantee to be able to do so. We may reschedule Services on or around bank or public holidays. We will endeavour to ensure that the requested date for the Services is met, however, due to the nature of the Services no delivery times can be guaranteed and We reserve the right to change the collection date. We recommend that You give us at least three working days notice for collection.

10.2 We are not responsible for delays outside Our control. If Our supply of the Services is delayed by an event outside Our control then We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event, but if there is a delay which means You do not receive Your Skip on the day for which it was requested, You may contact Us to cancel the order and receive a refund for any Services You have paid for but not received.

11 Location of a Skip on Public or Third-Party Land

11.1 Permission to leave a Skip on a public highway. Where You need to put Your Skip on a public highway (such as the street you live on), You will need permission from Your Local Authority. This permission is sometimes called a "permit" or "licence". Public Highway can include not just streets, but verges and carparks which are maintained by the Local Authority. Where You need such permission, We (or Our sub-contractor) will apply for this permission on Your behalf. You promise to follow all of the conditions of that permission. If You break Your promise and breach the conditions in any permission and We suffer a loss or there are costs which arise from You breaching the permission's conditions, then You will reimburse Us for all losses and any costs We incur.

11.2 Details of Permit for placing a Skip on the public highway. We will charge You for the permit to place a skip on the public highway as We (or Our sub-contractor) will be charged for it by the Local Authority. Local Authorities usually take several days to grant a permit, so You need to give Us plenty of notice. Permits also last for a fixed time period, sometimes 7 days, sometimes 14 days, or longer, depending on the Local Authority's rules. If the Skip is required on the road for longer than the period of the permit, the permit will need to be renewed and the fee charged again. You will be responsible for the lighting of Skips on permits during the hours of darkness. Lights and cones will be supplied. You must report immediately any damaged, stolen or defective equipment (lights & cones) to Us.

11.3 Skips on third-party land. Where Skips are located on public or third party property and waste accumulates for any reason in the immediate proximity of the Skip, We reserve the right to supply a further Skip for the surplus material and to charge You reasonable costs for doing so.

12 Waste Types

12.1 Your responsibilities with respect to Controlled or Hazardous wastes. You must tell Us about any Controlled or Hazardous wastes before they are placed in a Skip. Loads containing Controlled or Hazardous items that You have not informed Us about may be rejected and returned to You.

12.2 Waste types to check before placing in a Skip. The following is a non-exhaustive list of common waste types that You must not place in a Skip unless You have prior approval in writing from Us to do so.

- Asbestos or possible asbestos products
- Batteries
- Chemicals, e.g. brake fluid or print toner
- Equipment containing ozone depleting substances, e.g. fridges & freezers
- Fluorescent light tubes
- Hazardous / harmful waste containers (Identified by hazardous markings)
- Liquid wastes e.g. paints, oils and solvents
- Pesticides
- Plasterboard
- Gas canisters
- TV's & Computer monitors
- Contaminated soil / hardcore
- Wet concrete / screed / tarmac

- Mattresses
- POP's – Persistent Organic Pollutants - Domestic Seating (Any item of seating of a household type from households or businesses that is waste)
- Tree stumps
- Vehicle tyres

IF IN DOUBT ABOUT ANY WASTE TYPE, YOU MUST ASK US

12.3 **We can normally handle all of these waste types** but You must inform Us about them before booking the Services, so that We can ensure that We use an appropriate sub-contractor for the Services.

13 Your rights to cancel the Services

13.1 **You have a legal right to cancel the Services** if We fail to provide Services on a scheduled date and We still have not provided them within a reasonable period afterwards (except where Our failure was caused by You or something outside of Our control); or We do something else wrong and either it cannot be put right or, if it can be put right, We do not put it right within a reasonable period.

13.2 **When You don't have the right to change Your mind.** You do not have a right to change Your mind in respect of Services once they have been completed.

13.3 **How We will refund You.** If You are due a refund, We will refund You the relevant amount by the method You used for payment. However, We may make deductions from the price, as described below.

13.4 **Deductions from refunds if You are exercising Your right to change Your mind.** If You are exercising Your right to change Your mind in relation to the Services, We may deduct from any refund an amount for any part of the Services for which We have already incurred costs. This might include a wasted journey fee if You cancel the Services once a delivery journey is already underway.

13.5 **When Your refund will be made.** We will make any refunds due to You as soon as possible.

14 Our rights to cancel the Services

14.1 **We may cancel the Services** if You do not, within a reasonable time, allow Us access to provide the Services.

15 Price and payment

15.1 **What You must pay.** The Services cost the price We agreed with You during the order process. You agree to pay the hire charges until the Skip or Plant is returned to or collected by Us and a receipt issued by Us. When a Skip is collected, there may be additional charges to pay such as for tonnage within the Skip that was not included within the original price of the Skip. We will inform You when taking Your order if the Skip is being charged on a transport and tonnage basis.

With respect to Plant, hire charges relate solely to the hire of the Plant. They do not include fuel and oil supplied with the Plant, transport to and from Our premises or any other costs incurred by Us, all of which We will tell You about during the order process. When We quote you a transport charge, the cost includes for a maximum of 30 minutes attendance by Our driver at the address specified by You. If the delivery or collection takes longer than 30 minutes, You will be charged for the additional time.

15.2 **Payment of tax.** You are liable to pay VAT on the cost of the Services. If the rate of VAT changes between Your order date and the date We supply the Services, We will adjust the rate of VAT that You pay, unless You have already paid for the Services in full before the change in the rate of VAT takes effect.

15.3 **How You can pay.** We accept payment by credit, debit card or direct bank transfer. We do not accept payment by cash, postal order or cheque.

15.4 **Pre-Authorisation of payment.** If You have pre-paid for a skip with a debit or credit card We may use that card to take payment for any excess tonnage charges or additional costs relating to items that You put in the Skip that You did not tell Us about. We will inform You of any additional payments that You are liable for before taking payment for them.

16 How We may use Your personal information

16.1 **How We will use Your personal information.** We will use the personal information You provide to Us in accordance with Our privacy policy as published on Our website www.lwpwaste.co.uk:

- to supply the Services to You;
- to process Your payment for the Services; and
- to give You information about similar services that We provide, but You may stop receiving this at any time by contacting us.

16.2 **We will only give Your personal information to third parties where the law either requires or allows Us to do so** or where it is necessary to provide the Services to You. This may include providing personal information to Our sub-contractors.

17 Other important terms

17.1 **You authorise Us to act as Your agent.** In certain circumstances, such as where You are not physically present when We provide the Services, We may need to sign forms as You to confirm information about the Services (e.g. the waste type being collected).

17.2 **We use sub-contractors to provide the Services.** You acknowledge that We sub-contract the Services to competent and experienced sub-contractors.

17.3 Nobody else has any rights under this contract. This contract is between You and Us. No other person shall have any rights to enforce any of its terms, except as explained in clause 17.2. Neither of Us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 Which laws apply to these Terms and where You may bring legal proceedings. These Terms are governed by English law and You can bring legal proceedings in respect of the Services in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Services in either the Scottish or the English courts.

18 Acceptance of these Terms

18.1 By submitting an order you accept these terms and conditions.